

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA

In re:

YOUNG, DUSTIN RAY,
Soc. Sec. No. xxx-xx-3904

Debtor.

Case No. 04-19254-BH
(Chapter 7)

DUSTIN RAY YOUNG,

Plaintiff,

vs.

AMERICAN EDUCATION SERVICES,

Defendant.

Adv. Proc. No. 08-01006-BH

**AFFIDAVIT OF SHELLY K. BOWMAN IN SUPPORT
OF DEFENDANT'S MOTION FOR JUDGMENT
ON THE PLEADINGS OR FOR SUMMARY JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

) ss.
)

Shelly K. Bowman, first being duly sworn, deposes and states as follows:

1. I am Assistant Vice President for Graduate and Professional Services for American Education Services ("AES"), an unincorporated division of the Pennsylvania Higher Education Assistance Agency, a governmental agency of the Commonwealth of Pennsylvania ("PHEAA"). I am personally knowledgeable regarding the books and records of AES/PHEAA, the documents and records referred to in this Affidavit, the history and origin of the indebtedness at issue as it pertains to AES/PHEAA, and the relationship between AES/PHEAA, TERI and Dustin Ray Young (the "Debtor"). All of said books, documents and records referred to herein are made in the regular course of AES/PHEAA's regular business activities, at or reasonably

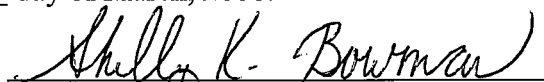
near the happening of such event(s) and recorded or kept in the regular course of AES/PHEAA's regular business activities. I am the person presently most knowledgeable about the Debtor's file and this proceeding and I am authorized to issue this Affidavit for AES/PHEAA.

2. AES is a contract loan servicer for First Marblehead Data Services, Inc., a corporation ("*FMDS*"), in its capacity as administrator of secondary marketing financing trusts. FMDS has the power and authority to enforce the student loan promissory notes, which are guaranteed by The Education Resources Institute, a private non-profit Massachusetts corporation ("*TERI*"). As a loan servicer, AES services education loans made, insured or guaranteed by both governmental entities (e.g., PHEAA) and non-profit private corporations, such as TERI.


3. If relief on the Loans were sought under § 523(a)(8), *Tit. 11, U.S.C.*, AES would ordinarily forward a claim for payment to TERI based on TERI's guarantees, at which time TERI, as guarantor, would typically honor its guarantee and pay the guaranteed claims. American Education Services, as servicer for BankOne and TERI, would, under those circumstances typically assign and transfer the Notes to TERI without recourse or warranty.

4. Following TERI's payment on the claims, as aforesaid, TERI would become the owner and holder of the Notes and student loan indebtedness due thereon, which is at issue herein.

Further affiant sayeth not this 24th day of March, 2008.


Shelly K. Bowman

Sworn to and subscribed before me this
24 day of March, 2008.


NOTARY PUBLIC
My Commission Expires: 08-23-08
[SEAL]

